

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of
Ramar Technology Ltd.
Low Power Device
FCC ID MS8-TRANSPONDITV2
Consent Decree No. 200213000001
FRN: 0007-2007-44

ORDER

Adopted: June 17, 2002

Released: June 18, 2002

By the Chief, Office of Engineering and Technology:

1. In this Order, we adopt the attached Consent Decree entered into between the Office of Engineering and Technology (OET) and Ramar Technology, Ltd. (Ramar). The Consent Decree terminates OET's investigation into Ramar's alleged violations of the Commission's rules concerning the manufacture, marketing, and sale of the low power device MS8-TRANSPONDITV2.

2. The MS8-TRANSPONDITV2 (now MS8-TRANSPONDITV2A) device as certified on May 8, 2002 is fully compliant with our rules.

3. After having reviewed the record and the Consent Decree, we believe that the public interest will be served by adopting the Consent Decree and terminating OET's investigation into the manufacture, marketing and sale of MS8-TRANSPONDITV2 prior to May 8, 2002.

4. Accordingly, IT IS ORDERED that, pursuant to Sections 4(i) and 4(j) of the Communications Act of 1934, as amended (47 U.S.C. §§ 154(i), 154(j)), and Sections 0.31 and 0.241 of the Commission's Rules (47 C.F.R. §§ 0.31, 0.241), the Consent Decree attached to this Order, IS ADOPTED.

5. IT IS FURTHER ORDERED that the Office of Engineering and Technology's subject investigation IS TERMINATED.

6. IT IS FURTHER ORDERED that a copy of this Order and Consent Decree shall be sent by Certified Mail Return Receipt Requested to Frederick M. Joyce, Esq., Alston & Bird, LLP, 601 Pennsylvania Ave., NW, North Building, 10th Floor, Washington, DC 20004-2601 and to Ramar Technology Ltd., c/o 7 Enterprise Way, Aviation Park, Christchurch, Dorset, United Kingdom BH 23 6HB.

FEDERAL COMMUNICATIONS COMMISSION

Edmond J. Thomas
Chief, Office of Engineering and Technology

CONSENT DECREE

I. Introduction

1. The Office of Engineering and Technology of the Federal Communications Commission (OET) and Ramar Technology Ltd. (“Ramar”) hereby enter into this Consent Decree terminating an investigation by OET into Ramar’s alleged violations of the Commission’s rules concerning the operation of the low power device MS8-TRANSPONDITV2 (also referred to herein as “Device”).

II. Background

2. In March 2002, the Office of Engineering and Technology’s Laboratory Division initiated the investigation into allegations that Ramar Technology Ltd. (“Ramar”) has violated the Commission’s rules concerning the operation of Ramar’s low power device MS8-TRANSPONDITV2. The investigation arose from an informal complaint that the Commission received from a competitor of Ramar’s in the business of manufacturing and distributing remote meter-reading equipment, which alleged that Ramar’s Devices were operating out of compliance with Part 15 of the Commission’s rules. The FCC has received no complaints of harmful interference or operational problems with regard to the Device.

III. Definitions

3. For the purposes of this Consent Decree, the following definitions apply:

(a) “Commission” or “FCC” means the Federal Communications Commission;

(b) “Ramar” means Ramar Technology Ltd. and all its affiliated entities;

(c) “Parties” means Ramar and OET;

(d) “Order” means an Order of the Office of Engineering and Technology adopting the terms and conditions of this Consent Decree.

(e) “Device” means MS8-TRANSPONDITV2

IV. Agreement

4. In accordance with the terms of this Consent Decree, the Parties agree to the following terms, conditions, and procedures:
5. Ramar agrees that upon its signing, the provisions of this Consent Decree shall be incorporated by reference in the Order formally adopting this Consent Decree.
6. Ramar agrees that OET has jurisdiction over the matters contained in this Consent Decree and the authority to enter into and adopt this Consent Decree.
7. The Office of Engineering and Technology agrees to terminate the investigation of the Device.
8. Ramar represents that since May 8, 2002, it has not sold or marketed in the United States any units of the Device manufactured prior to May 8, 2002.
9. Ramar agrees that it will not sell or market in the United States any units of the Device manufactured prior to May 8, 2002.
10. The Office of Engineering and Technology agrees to permit continued operation and use of units of the Device sold prior to May 8, 2002, only in the absence of interference complaints.
11. Ramar agrees to resolve all complaints of interference from units of the Device sold prior to May 8, 2002, including, if necessary, replacing the interfering unit with a unit manufactured after May 8, 2002 or with another unit having a different certification.
12. Ramar agrees to make a voluntary contribution of one hundred thousand dollars (\$100,000) to the United States Treasury, without protest or recourse by mailing checks or similar instruments payable to the Federal Communications Commission in the following amounts and pursuant to the following timetables: (1) twenty-thousand dollars (\$20,000) within seven business days of FCC execution of this Consent Decree, (2) forty-thousand dollars (\$40,000) within 90 calendar days of FCC execution of this Consent Decree, and (3) forty-thousand dollars (\$40,000) within 120 calendar days of FCC execution of this Consent Decree, to the Federal Communications Commission, Forfeiture Collection Section, Finance Branch, P.O. Box 73482, Chicago, Illinois, 60673-7482. The payment should reference Consent Decree No. 200213000001; FRN 0007-2007-44.
13. The Office of Engineering and Technology agrees not to institute on its own motion any proceeding, formal or informal, of any kind against Ramar for alleged past violations of the FCC's Part 15 rules with respect to units of the Device sold prior to May 8, 2002, except as it relates to the provisions of paragraph 11 of this Consent Decree.

14. Ramar waives its rights to seek judicial review of this Consent Decree or the Order or otherwise contest or challenge their validity, provided that the Consent Decree is adopted without change, addition, or modification.

15. In light of the covenants and representations contained in this Consent Decree, and in express reliance thereon, the Office of Engineering and Technology agrees that execution of this Consent Decree shall serve to resolve all issues arising from allegations of violations by Ramar with regard to the Device.

16. The Parties agree that any violation of the Order or of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to execute any rights and remedies attendant to the enforcement of a Commission order. If the Consent Decree is not signed by both Parties, is not adopted by the Office of Engineering and Technology, or is otherwise rendered invalid by any court of competent jurisdiction, it shall become null and void and shall not become part of the record in these enforcement proceedings nor may it be used in any fashion by any party in a legal proceeding. The Parties agree, however, that except for Ramar’s financial rights and obligations herein or except as otherwise ordered by any court of competent jurisdiction, the Parties will comply with the operational rights and obligations of this Consent Decree during the pendency of any proceeding initiated by a third party seeking to void, nullify, or otherwise modify this Consent Decree or the Order.

17. The Parties agree that this Consent Decree shall become effective on the date of the release of the Order.

18. If the United States on behalf of the FCC or if Ramar should bring an action in United States District Court to enforce the terms of the Consent Decree, they will waive any statutory right to a trial *de novo* with respect to any matter upon which the Order is based, and that they will consent to a judgment incorporating the terms of the Consent Decree.

19. Ramar and the Office of Engineering and Technology agree that this Consent Decree may be signed in counterparts.

Ramar Technology Ltd.

Office of Engineering and Technology
Federal Communications Commission

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____